

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE:
BOBBY L ROMINES SR
573 LONG HOLLOW PIKE
LOT 37
GALLATIN, TN 37066

Case No.08-08298-MH3-13
JUDGE MARIAN F HARRISON
DATE: June 12, 2013

TRUSTEE'S REPORT OF UNCLAIMED MONIES

In compliance with 11 U.S.C. §347 and Rule 3011 of the Bankruptcy Rules, the following payee(s) are entitled to dividends or other monies which have remained unclaimed for at least ninety(90) days after a final dividend has been declared and distributed herein. Included with this filing, is the sum of **\$2434.16** payable to the Clerk, U.S. Bankruptcy Court covering such unclaimed monies.

| <u>NAME OF PAYEE(s)</u> | <u>LAST KNOWN ADDRESS</u> | <u>AMOUNT</u> |
|-------------------------|---|---------------|
| HSBC AUTO FINANCE | P O BOX 60130 CITY OF INDUSTRY, CA 91716 | \$2434.16 |

Respectfully submitted,
/s/ Henry E. Hildebrand, III
HENRY E. HILDEBRAND, III
CHAPTER 13 TRUSTEE
P O BOX 340019
NASHVILLE, TN 37203
PHONE: 615-244-1101
FAX: 615-242-3241
pleadings@ch13nsh.com

| UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF TENNESSEE | | PROOF OF CLAIM |
|--|--|--------------------|
| Name of Debtor Bobby L. Romines, Sr. | Case Number 08-08298-MFH-13 | |
| NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. | | |
| Name of Creditor (the person or other entity to whom the debtor owes money or property) HSBC Auto Finance (f/k/a Household Auto Finance Corp) | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: (If known) Filed on: _____ | |
| Name and address where notices should be sent: HSBC Auto Finance (f/k/a Household Auto Finance Corp) P.O. Box 201347 Arlington, TX 76006 Telephone number: (817) 277-2011 | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. | |
| Name and address where payment should be sent (if different from above): HSBC Auto Finance (f/k/a Household Auto Finance Corp) P.O. Box 60130 City Of Industry, CA 91716 Telephone number: (817) 277-2011 | | |
| 1. Amount of Claim as of Date Case Filed: <u>\$ 18,480.17</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest charges. | 5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to case commenced on or after the date of adjustment. | |
| 2. Basis for Claim: <u>Car Loan</u> | <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950),* earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Up to \$2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to case commenced on or after the date of adjustment. | |
| 3. Last four digits of any number by which creditor identifies debtor: <u>7536/373253</u> 3a. Debtor may have scheduled account as: | | |
| 4. Secured Claim Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>1997 CHEVROLET TRUCK S10 PICKUP-V6 Fleetside Extended Cab</u> Value of Property: \$ _____ Annual Interest Rate: <u>%</u> Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: <u>Contract and/or Title</u> Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ | | |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, explain: | | |
| Date: 10/15/2008 | Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <div style="display: flex; justify-content: space-between;"> /s/ Blair Korschun ecfnofices@ascensioncapitalgroup.com </div> | |
| | | FOR COURT USE ONLY |

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

| | | | |
|---|--|--|--|
| RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT | | Seller BILL HEARD CHEVROLET, CORP-NASHVILLE 5333 HICKORY HOLLOW PKWY ANTIOCH, TN 37013 "We" and "us" mean the Seller above, its successors and assigns. | Buyer BOBBY L. ROMINES MARY M. ROMINES 573 LONGHOLLOW PIKE GALLATIN, TN 37066 "You" and "your" mean each Buyer above, and guarantor, jointly and individually. |
| Date: 05/08/01 | | | |

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the Motor Vehicle (Vehicle) and services described below. The Vehicle is sold in its present condition, together with the usual accessories and attachments.

Description of Motor Vehicle: Year 1997, Make CHEVROLET, Model 10, VIN 1GDCS1946VK2301RG, Other:
 Purchased: Model 10, Lit. No./Year:
☐ New ☐ Used

Description of Trade-In: 87 DODG DAKO 1876N1ANXHS492085 N/A

SECURITY: To secure your payment and performance under the terms of this Contract, you give us a security interest in the Vehicle, all accessories, attachments, accessories, and equipment placed in or on the Vehicle, together called Property, and proceeds of the Property. You also agree to us and give us a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the principal amount of \$2397.24, plus a time price differential according to the unpaid balance at the rate of 26.95 % per year from today's date until maturity. The time price differential accrues on a 365/ACTUAL day basis. After maturity, or after you default and we demand payment, we will earn finance charges on the unpaid balance at 26.95 % per year. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

☐ **MINIMUM FINANCE CHARGE:** You agree to pay a minimum time price differential of \$ N/A if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED. ☐ You agree to make deferred payments as part of the cash down payment as reflected in your Payment Schedule.

TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. | FINANCE CHARGE The dollar amount the credit will cost you. | AMOUNT FINANCED The amount of credit provided to you or on your behalf. | TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments. | TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of credit. |
|---|---|--|---|---|
| 26.95 % | \$18544.96 | \$2397.24 | \$ 22342.20 | \$ 3715.00 \$ 26657.20 |

Payment Schedule: Your payment schedule will be

| Number of Payments | Amount of Payments | When Payments Are Due |
|--------------------|--------------------|----------------------------|
| 60 | 382.37 | MONTHLY BEGINNING 07/23/01 |

Security: You are giving a security interest in the Motor Vehicle purchased.

☐ **Late Charge:** If a payment is more than days late, you will be charged

Prepayment: If you pay off this Contract early, you ☐ may ☐ will not have to pay a Minimum Finance Charge.

Contract Provisions: You can see the terms of this Contract for any additional information about: nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured N/A

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Credit Disability: Insured

☐ Single ☐ Joint Prem. \$ N/A Term N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

11/12/99 10/25/95
 Buyer d/c/b Buyer d/c/b

PROPERTY INSURANCE: You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$. If you get insurance from or through us you will pay \$ N/A for N/A of coverage.

This premium is calculated as follows:

☐ N/A Deductible, Collision Coverage \$ N/A

☐ N/A Deductible, Comprehensive Cov. \$ N/A

☐ Fire-Theft and Combined Additional Coverage \$ N/A

☐ N/A \$ N/A

Liability Insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

☐ **SINGLE-INTEREST INSURANCE:** You must purchase single-interest insurance as part of this sale transaction. You may purchase the coverage from a company of your choice, reasonably acceptable to us. If you buy the coverage from or through us, you will pay \$ N/A of coverage.

ITEMIZATION OF AMOUNT FINANCED

Vehicle Price (incl. sales tax of \$ 727.74) \$13984.74

Service Contract, Paid to: GMPP \$ 1795.00

Cash Price \$15699.74

Manufacturer's Rebate \$ N/A

Cash Down Payment \$ 1880.00

Deferred Down Payment \$ N/A

a. Total Cash/Rebate Down \$ 1880.00

b. Trade-In Allowance \$ 4815.00

c. Loss: Amount owing \$ 2100.00

Paid to (includes TRADE AUTO SALES

d. Net Trade-In (b. minus c.) \$ 2715.00

e. Net Cash/Trade-In (a. plus d.) \$ 3715.00

f. Amount to Finance line c. (if e. is negative) \$ N/A

Down Payment (e.; disclose as \$0 if negative) \$ 3715.00

Unpaid Balance of Cash Price \$11984.74

Paid to Public Officials - Filing Fee \$ 13.50

Insurance Premiums \$ N/A

To: PROCESSING FEE \$ 389.00

To: \$ N/A

To: \$ N/A

To: \$ N/A

Total Other Charges/Amounts Pd. to Others \$ 412.50

Less: Prepaid Finance Charges \$ N/A

Amount Financed \$12397.24

*We may retain or receive a portion of this amount.

NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

STATE OF TENNESSEE

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NO. 4889PNC

YEAR 1984 MAKE OF MODEL BODY MAKE NO

NEW USED PREVIOUS TITLE NO. REG. STATE SALES TAX CO. ODOMETER

NAME(S) AND ADDRESS OF PRESENTED OWNER(S)

BOBBY L REMIXES
MARY M REMIXES
573 LONG HOLLOW PK
GALLATIN TN 37066

DATE OF FIRST REGISTRATION IN "REG" 8-8-2001
PREVIOUS HOLDER

HARC
PO BOX 17902
SAN DIEGO CA 92177

DATE OF SECOND REGISTRATION INTEREST
REGISTRATION NO.

RELEASED BY
NAME DATE RELEASED
AUTHORITY SIGNATURE
(RECORD INTEREST IN THE DESCRIBED VEHICLE
TO THE NEW RELEASEE)
NAME DATE RELEASED
AUTHORITY SIGNATURE

CONTROL NO. 22918755

STATE OF TENNESSEE DEPARTMENT OF SAFETY

NOTE: IN A LAST PLACE, ANY ALTERATION OR EMBROIDERED MARKS THIS TITLE

LIMITED POWER OF ATTORNEY
LIMITED TO ONE TRANSACTION ONLY

HSBC Auto Finance Inc. ("HSBC") appoints The Locator Services Group Ltd. ("TLSG"), acting through its General Counsel and staff, as its lawful attorney in fact for the sole purpose of recovering or obtaining a credit of unclaimed funds or an outstanding obligation held on behalf of HSBC AUTO FINANCE in the amount of \$2,434.16 and held by the United States Bankruptcy Court, Middle District of Tennessee in the matter of BOBBY L. ROMINES, with case number 08-08298.

HSBC grants its attorney in fact the authority to do all things reasonably necessary to recover or obtain credit of the unclaimed funds or outstanding obligation due to HSBC AUTO FINANCE with the exception of filing any lawsuits. Such acts shall include, but are not limited to: engaging in verbal or written communication with the holder of the funds or obligation; executing and filing all documents necessary to facilitate the payment or credit of the unclaimed funds or obligation; receiving written correspondence and all other documentation relevant to the payment or credit of the unclaimed funds or outstanding obligation. TLSG shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Limited Power of Attorney. TLSG shall provide an accounting for all funds handled and all acts performed under this Limited Power of Attorney if requested by the undersigned.

The Locator Services Group Ltd., as attorney in fact, may not make any expenditure or incur any costs on behalf of HSBC.

This Limited Power of Attorney shall expire two years from the date of execution by HSBC.

Signed this 26 day of March, 2014.

HSBC Auto Finance Inc.

By: Mary-Margaret Campbell Tax ID No. 33-0682821
Mary-Margaret Campbell
Vice President & Assistant Secretary

State of New York

County of Erie

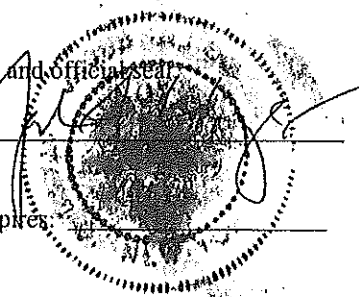
On March 26, 2014 before me, Jacob Seidelmeier, Notary Public, personally appeared Mary-Margaret Campbell who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Signature: _____

My Commission Expires: _____



JACOB SEIDELMEYER
No. 01SE6245334
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 07/18/2015

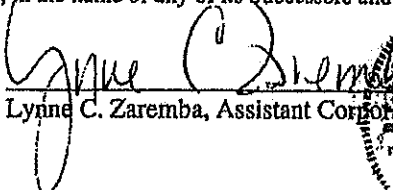
NOTARY SEAL

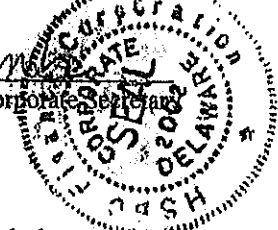


Lynne C. Zaremba
Assistant Corporate Secretary

**HSBC FINANCE CORPORATION
OFFICER'S CERTIFICATE OF AUTHORITY**

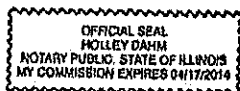
I, Lynne C. Zaremba, a duly appointed and acting Assistant Corporate Secretary of HSBC Finance Corporation, ("HSBC Finance"), certify that each of Paulette P. Anderson, Mary-Margaret Campbell and Doreen Poplawski are each a duly appointed officer of the Administrative Services Division of HSBC Finance and as such are authorized to execute and deliver all documents on behalf of HSBC Finance, including documents in the name of its predecessor or successor-in-interest companies identified on Schedule I ("Successors"), and documents in the name of the direct and indirect subsidiaries of HSBC Finance as identified on Schedule I ("Subsidiaries") as it pertains to the recovery of abandoned or unclaimed property owned by HSBC Finance in its own name, in the name of any of its Successors and on behalf of its Subsidiaries.



Lynne C. Zaremba, Assistant Corporate Secretary



State of Illinois)
) ss:
County of Lake)

On the 12th day of September 2013, before me personally appeared Lynne C. Zaremba, to be known to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her authorized capacity and by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

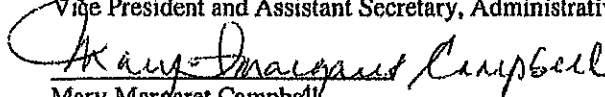



Notary Public
My commission expires: 4/17/14

Specimen Signature



Paulette P. Anderson,
Vice President and Assistant Secretary, Administrative Services Division, HSBC Finance Corporation



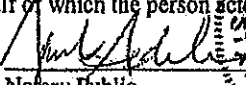
Mary-Margaret Campbell
Vice President and Assistant Secretary, Administrative Services Division, HSBC Finance Corporation



Doreen Poplawski,
Vice President and Assistant Secretary, Administrative Services Division, HSBC Finance Corporation

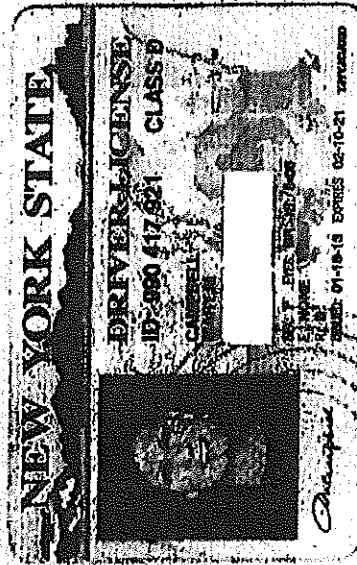
State of New York)
) ss:
County of Erie)

On the 17 day of September 2013, before me personally appeared Paulette P. Anderson, Mary-Margaret Campbell and Doreen Poplawski, to be known to be the person whose name is subscribed to the within instrument and acknowledged to me that each executed the same in her authorized capacity, and that by her authorized capacity and by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public
My commission expires: 07/18/2015

HSBC Finance Corporation
26525 N. Riverwoods Blvd.
Mettawa, IL 60045 USA

JACOB SEDELMAYER
No. 01SE6246334
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 07/18/2015





Maggie Campbell
Operations Manager
Abandoned Property Unit

HSBC Technology and Services
2929 Walden Avenue, Depew, NY 14043
Tel: (716) 841 1164 (716) 841 0881
mary-margaret.y.campbell@us.hsbc.com



Lynne C. Zaremba
Senior Paralegal

HSBC North America
26525 N. Riverwoods Boulevard, Mettawa, IL 60045
Tel: (224) 544 2969 Fax: (224) 552 2969
lynne.c.zaremba@us.hsbc.com

Window on State Government

Susan Combs, Treasurer, Department of Public Safety

Taxable Entity Search Results
Taxable Entity Search**Officers and Directors**HSBC AUTO FINANCE INC. ✓
Report Year: 2013

Rebante: Taxable Entity Search Results

Officer and director information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

You may order a copy of a Public Information Report from open.records@cpa.state.tx.us or Comptroller of Public Accounts, Open Government Division, PO Box 13528, Austin, Texas 78711.

| Title | Name and Address |
|-----------|---|
| ASSISTANT | DOREEN POPLAWSKI |
| ASSISTANT | JAMES S STIEGEL |
| ASSISTANT | JAMES S STIEGEL 26525 N RIVERWOODS BLVD METTAWA, IL 60045 |
| DIRECTOR | JOAN M COPPENRATH |
| TREASURER | JOAN M COPPENRATH |
| TREASURER | JOAN M COPPENRATH 1441 SCHILLING PLACE SALINAS, CA 93901 |
| DIRECTOR | JOAN M COPPENRATH 1441 SCHILLING PLACE SALINAS, CA 93901 |
| PRESIDENT | JOAN M COPPENRATH 1441 SCHILLING PLACE SALINAS, CA 93901 |
| DIRECTOR | JOAN M COPPENRATH 1441 SCHILLING PLACE SALINAS, CA 93901 |
| PRESIDENT | JOAN M COPPENRATH |
| ASSISTANT | JOLEEN HAPMAN |
| ASSISTANT | KRISTIN L CANTU |
| SECRETARY | LYNNE C ZAREMBA 26525 N RIVERWOODS BLVD METTAWA, IL 60045 |
| SECRETARY | LYNNE C ZAREMBA |
| ASSISTANT | MARK L LOSACCO |
| ASSISTANT | MEGAN L WEBSTER |
| ASSISTANT | MEREDITH L FRIEDMAN |